BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - **Package-7, includes 2 works of Rs.210.00 lakhs**

Bruhat Bangalore Mahanagara Palike

Office of the Executive Engineer Byatarayanapura Division, No. 2152/20, Defence Colony, BWSSB Tank Road, Sahakaranagara, BBMP Office, Byatarayanapura, Bangalore-560 092

Phone No: 9480683362

TENDERS FOR THE WORK OF

Package-7, includes 2 works of Rs.210.00 lakhs

7		**Package-7, includes 2 works of Rs.210.00 lakhs**		210.00	315000.00	As per E-Procurement Portal
	9	Providing and Fixing Wooden Flooring, Play Equipment, Multi Purpose Gym Equipments, Badmiton Court, Table Tennis Stand, Yoga matt and other fittings at Indoor Stadium, Vidyaranyapura in Ward No. 09 (Vidyaranyapura), Vidyaranyapura Sub Division.	160.00 lakhs			
	10	Improvements to Balance Roads and Drains at Chamundeshwari Layout, Nanjappa Layout and Surrounding areas in Ward No. 10 (Doddabommasandra), Vidyaranyapura Sub Division.	50.00 lakhs			

Tender Reference : **EE/BTP/BBMP/E-PMT/13/2017-18, Date:21.12.2017**

Pre bid meeting: Pre bid meeting will be held on 08.01.2018 at 3.00 PM in the office of the Office of the Executive Engineer, Byatarayanapura Division,No. 2152/20, Defence colony, BWSSB tank road, Sahakarnagara, BBMP office, Byatarayanpura Bangalore – 560 092, to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.

Last Date and Time for Receipt of Tenders: **10.01.2018 upto 16.00 Hrs**

Time and Date of Opening of Cover One of Tenders: **11.01.2018 on_ at 16.30 if posible.**

Place of Opening of Tenders : Office of the Executive Engineer, Byatarayanapura Division, No. 2152/20, Defence Colony, BWSSB Tank Road, Sahakaranagara,BBMP Office, Byatarayanapura, Bangalore-560 092

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Time And Date of Opening Of Cover Two of Tenders	: Will be intimated to the Qualified Tenderers
Place of Opening of Cover Two of Tenders	: Will be intimated to the Qualified Tenderers
Address for Communication	: Office of the Executive Engineer, Byatarayanapura Division, No. 2152/20, Defence Colony, BWSSB Tank Road, Sahakaranagara,BBMP Office, Byatarayanapura, Bangalore-560 092
EMAIL	: Exebtp7@gmail.com

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SECTION 1: INVITATION FOR TENDERS (IFT)

BRUHAT BENGALURU MAHANAGARA PALIKE

No: **EE/BTP/BBMP/E-PMT/13/2017-18**

Office of the Executive Engineer
Byatarayanapura Division, No. 2152/20,
Defence Colony, BWSSB Tank Road,
Sahakaranagara,BBMP Office,
Byatarayanapura, Bangalore-560 092
Dated : **21.12.2017**

INVITATION FOR TENDER (IFT)
(Short Term - Tender Notification)

(Through **GOK e–Procurement Portal** only)

Tender for the following works on item rate basis are invited as Standard Bid Documents KW- 4 by the Executive Engineer, Byatarayana State Government Organizations may apply through e-procuremOent portal as per schedule of events

The Tender Document can be downloaded from the GOK e-Procurement Website (http://eproc.karnataka.gov.in) on payment of prescribe Certificate valid upto the year of 2020 and shall be submitted through e-Procurement Portal Only.

Package No. / Sl. No	W. No	Name of Work
1		**Package-1, includes 3 works of Rs.200.00 lakhs**
	6	Improvements to Roads and Drains at Sadiq Layout (Defence Layout) in Ward No. 06 Byatara
	6	Improvements to Roads and Drains at Manjunathnagara in Ward No. 06 Byatarayanapura Sub
	6	Improvements of Drains and RCC Culverts at Hegadenagara 9th Cross to 13th Cross in Ward Division
2		**Package-2, includes 5 works of Rs.245.00 lakhs**

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(17)

		6	Improvements to Roads and Drains at Mariyannapalya Church to Defence [illegible] Byatarayanapura Sub Division
		6	Improvements to Drains and Asphalting to Roads at Balaji Layout Near Railway Gate [illegible] Sub Division
		6	Improvements to Drains and Asphalting to Roads at Vidyasagara Layout and Sur Byatarayanapura Sub Division
		6	Improvements to Drains and Asphalting to Roads at Bharathnagara Saw mill Road in Wa Division
		6	Improvements to Drains and Asphalting to Roads at Shiradi sai Nagara and He Byatarayanapura Sub Division
3			**Package-3, includes 4 works of Rs.200.00 lakhs**
		7	Improvements to roads an drains of chiranjeevi layout extension and surrounding areas in w
		7	Improvements to roads an drains of Mariyannapalya and surrounding areas in ward no.07 By
		7	Improvements to roads and drains of Gopalappa Layout and chinnappa Layout in ward no.07
		7	Improvements to roads and rains of hotteppa Layout, khasinagara and surroundign areas in wa
4			**Package-4, includes 4 works of Rs.195.00 lakhs**
		7	Improvements to roads and drains near Hebbal shanimahatma temple in hebbal in ward No.07

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	7	Improvements to roads and drains Amruthalli gramatana (pending works) and surrounding are Byatarayanapura
	7	Improvements to roads and drains in Sanjeeviningara, Byatarayanapura and kempapura in war
	7	Improvements to Drain Hoysala Appartment towards Byataryanapura Village in ward no:07 B
5		**Package-5, includes 4 works of Rs.170.00 lakhs**
	8	Reasphalting to main and cross roads at 'B','C' and 'D' Blocks of Sahakaranagara in Ward.No.
	8	Improvements to Roads and Drains at Devinagara and Lottegohalli in Ward.No.08 Kodigehall
	8	Improvements to Roads and Drains at Balaji Layout and Surroundings in Ward.No.08 Kodig
	8	Providing and laying new road at Sannegowda Layout and Surroundings in Ward.No.08 Kod
6		**Package-6, includes 3 works of Rs.180.00 lakhs**
	9	Improvements to Open Spaces in Different Play Ground in Ward No. 09 (Vidyaranyapura). V
	9	Improvements and Asphalting to Roads and Drains near Chamundeshwari Temple area, Doc 09 (Vidyaranyapura), Vidyaranyapura Sub Division.
	9	Asphalting to Balance Roads at BEL Layout, HMT Layout, NTI Layout, Defence Layout, & Construction of Culvert in Ward No. 09 (Vidyaranyapura), Vidyaranyapura Sub Division

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7		**Package-7, includes 2 works of Rs.210.00 lakhs**
	9	Providing and Fixing Wooden Flooring, Play Equipment, Multi Purpose Gym Equipment, Stand, Yoga matt and other fittings at Indoor Stadium, Vidyaranyapura in Ward No. [illegible] Sub Division.
	10	Improvements to Balance Roads and Drains at Chamundeshwari Layout, Nanjappa Layout and No. 10 (Doddabommasandra), Vidyaranyapura Sub Division.
8		**Package-8, includes 3 works of Rs.200.00 lakhs**
	11	Improvements to Roads and Drains at Lakkappa Layout , Mariyamma Blcok, HVY Valley & no.11, Kuvempumnagara
	11	Improvements to Roads and Drains at Varadaraja nagara, Balaji Layout,Simhadri Layo Pakruthi Layout , Express Layout & Green Valley Layout in ward no.11 kuvempumnagara
	11	Improvements to Roads and Drains at Kalthuru Layout and Gangamma gudi aera , Deveppa Area in ward no.11 kuvempumnagara
9		**Package-9, includes 2 works of Rs.200.00 lakhs**
	11	Improvements to Roads and Drains at Singapura, Singapura Garden, Valmiki Nagara,Asheray-Naidu Layout in ward no.11 kuvempumnagara

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	11	Improvements to Roads and Drains at Teachers layout ,Raghavendra colony and Balaji layout Layout, Sai Garden, M S Palya , Bharath Nagara, Chinnaswamy Layout, Maruthi Layout, Paradise in ward no.11 kuvempumnagara

Tender Processing fee and EMD should be made in e-procurement portal only using any of the following four modes of e-payment.

1. Credit Card
2. Direct Debit
3. National Electronic Fund Transfer (NEFT)
4. Remittance of the bank counter (OTC)

1) Class IA- any amount

Date of Events

1	**Pre bid meeting will be held on 03.01.2018 at 3.00 PM in the office of the Office of the Executive Engineer, Byatarayan matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.**
2	**Last Date for uploading the Filled Tender Document is 10.01.2018 upto 16.00 Hrs**
3	**Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer - 11.0**
4	**Date of Opening of Financial bid is on : 15.01.2018@ 11.00 A.M if posible**

CONDITIONS:

1 The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e- Procurement Platform (http://

2 Tender documents may be downloaded from Government of Karnataka e-Procurement website http://eproc.karnataka.gov.in un Procurement Helpdesk at 080 – 22485867 / 22485927.

3 The Tender will remain valid for 90 Days from the Date of Opening of Tender.

5 The Work shall be commenced with all Men and Material within 3 days from the Date of Work Order, failing to which it would b

6 Frequency of the quality tests of all the materials and other tests have to be conducted by contractor as per MORT & H (IV Revisi

7 As per Govt. Order No.LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka St

8 The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qual

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9 Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.

10 The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.

11 The DD for Tender difference Amount should be produced before executing the agreement.

12 Within 7 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Secu
taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.

13 Further any particulars can be obtained from the office of the Executive Engineer, Byatarayanapura Division, BBM

14 The bidder should give an undertaking that he/she would abide by the provisions of employees provident fund an

15 The contractor shall quote the rates inclusive of PF as per the applicable rate as issued by the PF department from
within 15 days from the close of every month with the concerned PF Commissioner) and shall satisfy the EPF and
also recovered from the contractor as provided under sec. 421 of / refunded by / BBMP against documentary eviden

16 The Successful bidder shall give an undertaking that he/she would abide by the provisions of employees provident fu

17 Remittance towards PF shall be commensurate with the labour component of the work involved.

18 The bidder shall remit PF of labourers to bidder permanent PF account only.

19 The contractor shall quote his rates inclusive of all applicable taxes, levies, duties and cess, building worker welfare ce

20 The bidder should maintain register of labours deployed and wages paid for the workers and shall produce the docum

21 As per circular No. CE(PROJ-1) PR/11/15-16 DT: 22.05.2015 All intending applicants /bidders who are already regist

Copy to:

1 The Commissioner for kind information

2 Special Commissioner (Projects) / Additional Commissioner (Finance) for kind information.

3 Joint Commissioner (Yelahanka) for kind information.

4 Engineer-in-Chief for kind information

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5 Chief Engineer (Yelahanka) / Superintending Engineer (Yelahanka) for kind information.
6 The District tender Bulletin Officer, and the Deputy Commissioner, Bangalore urban district with a request to publish the same in the district t
7 CAO/ Chief Auditor for kind information.
8 I.T Advisor with a request to publish in the BBMP website.
9 All Executive Engineers of BBMP with request to publish the same in the display/notice boards.
10 Accounts Superintendent / Cashier for information.
11 Public Relation Officer, BBMP with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Byatarayanapura Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

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3. **Qualification of the Tenderer:**

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2012-13 to 2016-17)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.4.20 Crores**

(b) satisfactorily completed (at least 50% of the contract value) as prime contractor, at least one similar work value not less than **Rs.1.05 Crores**

(c) executed in any one year, the following minimum quantities of work:[1]

Sl. No	Description	Unit	Quantity
1	Earth work Excavation/ Embankment/ Construction median/Filling available earth	Cum	755
2	Construction of GSB/WMM	Cum	46
3	DBM/BC	Cum	348
4	Concrete Works M10, M15 & M20	Cum	116

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs..... in any one year;[2] **(DELETED)**

(e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs..... in any one year;[3] **(DELETED)**

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning critical equipment and at least 50% of the required/specified key equipment for this work and the remaining 50% can be deployed on lease/hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

Sl No	Description of equipment	Qty	Ownership
1	Batch /Hot Mix Plant	1 No	Own
2	Mechanical paver	1 No	Own
3	Vibratory Road Rollers with Capacity 8-10 Tonnes	1 No	Own
4	Static Road Rollers with Capacity 8-10 Tonnes	1 No	Own
5	Truck Mounted with heating bitumen in boiler fitted with spray set	1 No	Own
6	Excavators (JCB/Hitachi)	1 Nos	own
7	Tractor Mounted with compressor for cleaning	1 No	Own
8	Tippers	4 Nos	own

[1] Specify the principal items of works to be executed under this contract
[2] This is for building works. Appropriately change for other works.
[3] This is for building works. Appropriately change for other works.

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8	Tippers	4 Nos	own

[1] Specify the principal items of works to be executed under this contract
[2] This is for building works. Appropriately change for other works.
[3] This is for building works. Appropriately change for other works.

(b) liquid assets and /or availability of credit facilities of not less than **Rs.158.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2017-2018** *price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at **2017-2018** price level, of existing commitments and on-going works to be completed during the next **06 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. **One Tender per Tenderer:**

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. **Cost of Tendering:**

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. **Site visit:**

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6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **Executive Engineer Byatarayanapura Division, No. 2152/20, Defence Colony, BWSSB Tank Road, Sahakaranagara, BBMP Office, Byatarayanapura, Bangalore-560 092** on 08.01.2018 at 3.00 PM

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than **1 day before the meeting.**

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover:

(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;

10.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **Ninety (90) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above upto Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.

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e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2099 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2099 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

15.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the following address:

Office of the Executive Engineer
Byatarayanapura Division, No. 2152/20, Defence Colony,
BWSSB Tank Road, Sahakaranagara,BBMP Office,
Byatarayanapura, Bangalore-560 092

(insert address of office for Tender submission), and

(b) bear the following identification:

- Tender for .....[name of contract]
- Tender Reference No.....[insert number]
- DO NOT OPEN BEFORE.....[time and date for tender opening, per Clause 19]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

Note:-

1. The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.
2. No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than **09.01.2018 upto 16.00 Hrs** In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

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18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend **on 11.01.2018 at 4.30 PM** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.21. Opening of Second Cover of qualified Tenderers and evaluation:

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20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified

---

[4] Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

_____ (Attach Copy)

Principal place of business:

_____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2012 - 13 .....
2013 - 14 .....
2014 - 15 .....
2015 - 16 .....
2016 - 17 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[7]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2012-13						
2013-14						
2014-15						
2015-16						
2016-17						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

[7] Items of work for which data is requested should tally with that specified in ITT Clause 3

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... *(name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works:
.....
.....
.....
(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

CONTRACTOR

EXECUTIVE ENGINEER
BYATARANAYAPURA DIV

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer _____

Address: ----------

Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....

.....

..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....

..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

---

[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

.....

Signed, Sealed and Delivered by the said

.....

.....

in the presence of:

Binding Signature of Employer

.....

Binding Signature of Contractor

.....

SECTION 5: CONDITIONS OF CONTRACT

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The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. **Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. **Insurance:**

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. **Site Investigation Reports:**

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. **Queries about the Contract Data**

15.1 The Employer will clarify queries on the Contract Data.

16. **Contractor to construct the Works**

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. **The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted.
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted.
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) The Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations**:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at....., Karnataka state (to be filled in by the Employer before issue of the Tender Documents),

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Reference**	**Clause**
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]
The Employer is:	
Name: The Commissioner Address: BBMP, N.R. Square Bangalore-02 Name of authorized Representative: Executive Engineer Byatarayanapura Division Bruhat Bangalore Mahanagara Palike	[1.1]
The name and identification number of the Contract is	[1.1]

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	Package-7, includes 2 works of Rs.210.00 lakhs		**210.00**	**315000.00**
9	Providing and Fixing Wooden Flooring, Play Equipment, Multi Purpose Gym Equipments, Badmiton Court, Table Tennis Stand, Yoga matt and other fittings at Indoor Stadium, Vidyaranyapura in Ward No. 09 (Vidyaranyapura), Vidyaranyapura Sub Division.	160.00 lakhs		
10	Improvements to Balance Roads and Drains at Chamundeshwari Layout, Nanjappa Layout and Surrounding areas in Ward No. 10 (Doddabommasandra), Vidyaranyapura Sub Division.	50.00 lakhs		

The Works consist of Improvements to footpath, Drains & Asphalting

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **4 months**[11] with the following milestones [17, 26]

Milestone dates:

Physical works to be completed Period from the date of issue of Notice to proceed with the work

Milestone 1 i.e Financial Progress for Rs.1 Crores within 02 Month from the date of work order
Milestone 2 i.e Financial Progress for Rs.1.5 Crores within 03 Months from the date of work order
Milestone 3 i.e Financial Progress for Rs. 2.10 Crores within 04 Months from the date of work order

The Site Possession Date is:[12] **Date of work order** [21]

The Site is located at **Byatarayanapura Zone** [1.1]
and is defined in drawings

The Defects Liability Period is **3 Years** [13]. [31]

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[11] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.
[12] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'
[13] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for insurance[14]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[15]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula:[16] **(DELETED)**

[40]

The liquidated damages for the whole of the works are **Rs.45,000/-**(amount) per day[17] and that for the milestones are as under:

For Milestone 1: Rs **15,000/- per day** [41]
For Milestone 2: Rs **30,000/-per day**
For Milestone 3: Rs **45,000/- Per day**

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price

[14] Employer to specify as per requirement. Exclusions if any should also be specified.
[15] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.
[16] The Formula has some normal components. It should be changed if need be to suit the nature of the work.
[17] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

or Three [18] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[19]The date by which "as-built"[20] **drawings (in scale 1:1000** [21]) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

[22]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 50,000/-** [48]
(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.)

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

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[18] To be filled up by the Employer before issue of the tender document; say 'Three or four months'
[19] Score out whichever is not applicable.
[20] Completion drawings
[21] Specify an appropriate scale
[22] Score out which ever is not applicable.

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS
(Enclosed)

SECTION 9: BILL OF QUANTITIES
(Enclosed)

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(17)

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [23]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[24] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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[23] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[24] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

CONTRACTOR

P. Hanumanth

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